

Exhibit

1

VIRGINIA:

IN THE CIRCUIT COURT FOR THE 31ST JUDICIAL CIRCUIT
(PRINCE WILLIAM COUNTY)
Civil Division

)
DARRIN ILLGES,)
)
SAMANTHA MOUNTFORD,)
)
Plaintiffs,)
)
v.)
)
FCA US, LLC,)
SERVE: R/A CT Corporation System)
4701 Cox Road, Suite 285)
Glen Allen, VA 23060)
)
LTD, INC.,)
SERVE: R/A Michael G. Charapp)
8180 Greensboro Dr., #1000)
McLean, VA 22102)
)
Defendants.)
)

Case No. CL 2019 - 2621

COMPLAINT

Plaintiffs, DARRIN ILLGES ("Mr. Illges") and SAMANTHA MOUNTFORD ("Ms. Mountford") (collectively, "Plaintiffs"), by counsel, state as follows:

Parties

1. Plaintiffs are natural persons. Mr. Illges is a resident of the Commonwealth of Virginia. Ms. Mountford is a resident of North Carolina.
2. Defendant, FCA US, LLC ("Manufacturer Defendant") is a Delaware limited liability corporation, registered to do business in Virginia.

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3. Defendant, LTD, INC. ("Dealership Defendant"), is a Virginia corporation and conducts business in Prince William County at its principal office at 14227 Jeff Davis Highway, Woodbridge, Virginia 22191 as Lustine Chrysler Dodge Jeep Ram.

Facts

Vehicle Purchase

4. On or about July 10, 2015, Plaintiffs purchased a 2015 Dodge Ram 1500 identified by Vehicle Identification No. 1C6RR7TM3FS725116 (the "Vehicle") from the Dealership Defendant and Manufacturer Defendant (collectively, "Defendants") at Dealership Defendants' Woodbridge location, for a total sale price of \$75,459.72, pursuant to the attached Retail Installment Sale Contract ("Sale Contract"). EXHIBIT A.

5. Plaintiffs concurrently entered into a purchase contract with Dealership Defendant. Such purchase was subject to a Manufacturer Defendant vehicle warranty and a Dealer Defendant service contract pursuant to the Warranty Information document attached to the Sale Contract ("Warranty"). EXHIBIT B.

6. Pursuant to Section 2.4, the Warranty covers the cost of all parts and labor needed to repair components listed in Section 2.4(e) that are defective in workmanship and materials.

7. The Warranty lasts until either (a) five years; or (b) 100,000 miles, (the "Warranty Term") whichever occurs first, calculated from the Basic Limited Warranty start date set forth in Section 2.1(e) of the Warranty. Currently, the Vehicle's odometer reads 71,607 miles.

8. Section 3.1(b) of the Warranty provides that certain specified modifications will void its application, namely: "disconnection, tampering with, or altering the odometer [...] unless your repairing technician follows the legal requirements [...]."

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9. Section 3.6 of the Warranty provides additional exclusions from coverage, namely for “the costs of repairing damage or conditions caused by [...] tampering with the emission systems, or with a part that could affect the emission systems [...].”

10. From July 2015 to August 2018, Plaintiffs routinely brought their vehicle to the Dealership Defendant for regular maintenance and service, in accordance with the service contract. All service on the Vehicle was performed at Dealership Defendant.

Engine Failure

11. On August 6, 2018, while Mr. Illges was driving the Vehicle from Dumfries, Virginia to Pittsburgh, Pennsylvania the Vehicle abruptly shut off and the low oil pressure indicator turned on.

12. Mr. Illges was forced to pull onto the shoulder of the Pennsylvania Turnpike at mile marker 126.

13. When he exited the Vehicle, Mr. Illges noticed a large pool of oil, which had already accumulated under the truck.

14. Mr. Illges towed the Vehicle to C. Harper Automotive Group (“C. Harper”), an auto shop located at the nearby Somerset Service Plaza, to further inspect the issue.

15. C. Harper’s technicians inspected the Vehicle and identified a large “hole” in the side of its engine (the “Engine Failure”).

Coverage Denial

16. Upon inspection, on August 10, 2018, C. Harper’s technicians spoke with the Manufacturer Defendant’s warranty representative to indicate the nature of the Engine Failure.

17. The Manufacturer Defendant immediately denied warranty coverage for the Engine Failure without inspecting the Vehicle.

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18. On August 16, 2016, Plaintiffs contacted Manufacturer Defendant, who then agreed to send a warranty representative to D. Harper to personally inspect the Vehicle.

19. On August 23, 2018, Manufacturer Defendant's representative visually inspected the Vehicle's exterior, but did not examine the engine's interior (location of the Engine Failure).

20. Without conducting an interior inspection, Manufacturer Defendant issued a conclusory "determination" that the cause of the Engine Failure was a result of the Plaintiffs' removing the emissions system and denied warranty coverage once again.

21. On September 7, 2018, Plaintiffs towed the Vehicle to Dealership Defendant.

22. On September 8, 2018, after a cursory review, Dealership Defendant indicated that they could not definitively state the cause of the Engine Failure, but denied coverage.

23. Dealership Defendant stated to Plaintiffs that it had seen similar failures on Dodge Rams, which occurred both in instances where emissions systems had been removed, and in instances where emissions systems had not been removed.

24. On September 21, 2018, Plaintiffs towed the Vehicle to their private property.

25. On September 22, 2018, Plaintiffs towed the Vehicle to Dulles Motorcars in Leesburg, Virginia, who estimated that it would cost \$17,766.00 to repair the Engine Failure.

26. Plaintiffs did not disconnect, tamper with, or alter the odometer.

27. The cost of repairing the damage caused by the engine leak was not caused by tampering with the emission systems, or with any part that could affect the emission systems.

28. The various technicians who have examined the Vehicle agree that it is not mechanically possible for the removal of emissions to have caused the Vehicle's failure.

29. To date, Defendants continue to refuse to provide necessary repairs, as required under the Sale Contract and Warranty.

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30. At all relevant times since the engine failure the Vehicle has not be driven by Plaintiffs and has otherwise been inoperable by them.

COUNT I: Breach of Express Warranty

31. Plaintiffs incorporate all prior allegations.

32. Plaintiffs are each a "purchaser," "buyer," and "consumer" as those terms are defined in Va. Code §§ 8.1A-201(30); 8.2-103(1)(a); and 15 U.S.C. §2301(3).

33. Defendants are each a "seller" and "merchant," with respect to the Vehicle, as those terms are defined in Va. Code §§ 8.2-103(d) and 8.2-104(1). Defendants are each a "supplier," and "warrantor" as defined in 15 U.S.C. §2301, (4), and (5).

34. The referenced transaction between Plaintiffs and Defendants was a "sale" as that term is defined in Va. Code § 8.2-106, the Vehicle is a "consumer product" as defined in 15 U.S.C. §2301(1), and the Warranty and Vehicle service agreement are an "express warranty" and a "written warranty," as those terms are defined in Va. Code § 8.2-313 and 15 U.S.C. §2301(6)(A).

35. By executing and delivering the Sale Contract and Warranty, Defendants represented that the Vehicle was defect free and would meet specifications and performance set out in the Warranty, for the duration of the Warranty Term (the "Express Warranty").

36. Defendants breached the Express Warranty by delivering the Vehicle to Plaintiffs in a defective state as the Vehicle's engine is covered by the Express Warranty.

37. On August 6, 2018, as a direct and proximate cause of Defendants' breach, the Vehicle's engine failed, forcing Mr. Illges to immediately pull over and have the Vehicle towed to an automotive shop nearby, where it could be inspected.

38. Plaintiffs notified Defendants of their breach pursuant to Va. Code § 8.2-607.

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39. As a direct and proximate cause of Defendants' breach, Plaintiffs suffered consequential, actual and incidental damages, including \$17,766.00 in repair costs, lost use of the Vehicle, towing costs, financing costs, other Vehicle related service expenses, and the value of their time and resources devoted to rectifying the issues created by the Engine Failure.

40. The breach suffered by Plaintiffs is so material and substantial in nature that it affects the very essence of the contract and serves to defeat the object of the parties, and therefore entitles Plaintiffs to a rescission of the original Sale Contract and Warranty.

41. Plaintiffs were also forced to incur otherwise unnecessary legal costs and attorney's fees, for which they now seek to be compensated under 15 U.S.C. § 2310(d)(2).

COUNT II: Breach of Implied Warranty

42. Plaintiffs incorporate all prior allegations.

43. Plaintiffs are each a "purchaser," "buyer," and "consumer" as those terms are defined in Va. Code §§ 8.1A-201(30); 8.2-103(1)(a); and 15 U.S.C. §2301(3).

44. Defendants are each a "seller" and "merchant," with respect to the Vehicle, as those terms are defined in Va. Code §§ 8.2-103(d) and 8.2-104(1). Defendants are each a "supplier," and "warrantor" as defined in 15 U.S.C. §2301, (4), and (5).

45. The referenced transaction between Plaintiffs and Defendants was a "sale" as that term is defined in Va. Code § 8.2-106, the Vehicle is a "consumer product" as defined in 15 U.S.C. §2301(1), and the Warranty delivered by Defendants created an "implied warranty" as that term is defined in Va. Code § 8.2-314 and 15 U.S.C. §2301(7).

46. By executing and delivering the Sale Contract and Warranty, Defendants warranted that the Vehicle, was merchantable, both in materials and workmanship, and would meet a specified level of performance over the Warranty Term (the "Implied Warranty").

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47. Defendants breached the Implied Warranty by delivering the Vehicle to Plaintiffs in a defective state.

48. On August 6, 2018, as a direct and proximate cause of Defendants' breach, the Vehicle's engine failed, forcing Mr. Illges to immediately pull over and have the Vehicle towed to an automotive shop nearby, where it could be inspected.

49. On August 6, 2018, Plaintiffs notified Defendants of the breach pursuant to Va. Code § 8.2-607.

50. As a direct and proximate cause of Defendants' breach, Plaintiffs suffered consequential, actual and incidental damages, including \$17,766.00 in repair costs, lost use of the Vehicle, towing costs, financing costs, other Vehicle related service expenses, and the value of their time and resources devoted to rectifying the issues created by the Engine Failure.

51. The breach suffered by Plaintiffs is so material and substantial in nature that it affects the very essence of the contract and serves to defeat the object of the parties, and therefore entitles Plaintiffs to a rescission of the original Sale Contract and Warranty.

52. Plaintiffs were also forced to incur otherwise unnecessary legal costs and attorney's fees, for which they now seek to be compensated under 15 U.S.C. § 2310(d)(2)

COUNT III: Breach of Service Warranty

As to Dealership Defendant

53. Plaintiffs incorporate all prior allegations.

54. Plaintiffs are each a "purchaser," "buyer," and "consumer" as those terms are defined in Va. Code §§ 8.1A-201(30); 8.2-103(1)(a); and 15 U.S.C. §2301(3).

55. Defendant Dealership is a "seller" and "merchant," with respect to the Vehicle, as those terms are defined in Va. Code §§ 8.2-103(d) and 8.2-104(1). Defendants are each a "supplier," and "warrantor" as defined in 15 U.S.C. §2301, (4), and (5).

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56. The referenced transaction between Plaintiffs and Defendants was a “sale” as that term is defined in Va. Code § 8.2-106, the Vehicle is a “consumer product” as defined in 15 U.S.C. §2301(1), and the Warranty is an “express warranty,” a “written warranty,” and a “service contract,” as those terms are defined in Va. Code § 8.2-313 and 15 U.S.C. § 2301(6)(B) & (8).

57. By executing and delivering the Sale Contract and Warranty, Defendants undertook the obligation to perform services to remedy the Vehicle’s failures not caused by Plaintiffs, for the duration of the Warranty Term (“Service Warranty”).

58. On August 6, 2018, as a direct and proximate cause of the Vehicle’s original defect, the Vehicle’s engine failed, forcing Mr. Illges to immediately pull over and have the Vehicle towed to an automotive shop nearby, where it could be inspected.

59. The Engine Failure was not caused by Plaintiffs.

60. Plaintiffs immediately notified Defendants of the Engine Failure.

61. Defendants breached the Service Warranty by refusing to cover the cost of parts and labor needed to repair the Vehicle caused by the Engine Failure.

62. As a direct and proximate cause of Defendants’ breach, Plaintiffs suffered consequential, actual and incidental damages, including \$17,766.00 in repair costs, lost use of the Vehicle, towing costs, financing costs, other Vehicle related service expenses, and the value of their time and resources devoted to rectifying the issues created by the Engine Failure.

63. Plaintiffs were also forced to incur otherwise unnecessary legal costs and attorney’s fees, for which they now seek to be compensated under 15 U.S.C. § 2310(d)(2).

COUNT IV: Violation of Virginia Consumer Protection Act

64. Plaintiffs incorporate all prior allegations.

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65. Defendants are both a "supplier", and Plaintiffs are both a "consumer", as those terms are defined under the Virginia Consumer Protection Act in Va. Code § 59.1-198.

66. The transaction at issue was a "consumer transaction" as defined by Va. Code § 59.1-198.

67. Defendants knowingly misrepresented that the Vehicle and Warranty coverage were of a particular standard, quality, grade, style, or model and that repairs, alterations, modifications, or services would be performed in violation of Va. Code § 59.1-200.

68. Defendants' actions were willful, knowing and deliberate, as is reflected by the persistent and continuous behavior of Defendants in its refusal to address such deficiencies, despite repeated opportunities to do so, as prompted by Plaintiffs and undersigned counsel.

69. As a direct and proximate cause of Defendants' misrepresentation, Plaintiffs suffered consequential, actual and incidental damages, including \$17,766.00 in repair costs, lost use of the Vehicle, towing costs, financing costs, other Vehicle related service expenses, and the value of their time and resources devoted to rectifying the issues created by the Engine Failure.

70. Plaintiffs were forced to incur otherwise unnecessary legal costs and attorney's fees, for which they now seek to be compensated under Va. Code § 59.1-204.

71. Plaintiffs are entitled to treble damages under Va. Code § 59.1-204.

WHEREFORE, Plaintiffs, DARRIN ILLGES and SAMANTHA MOUNTFORD request the following relief:

1. Rescission of the original Sale Contract and Warranty;
2. Judgment in favor of Plaintiffs, DARRIN ILLGES and SAMANTHA MOUNTFORD, against Defendants, FCA US, LLC and LTD, INC., joint and several, awarding Plaintiffs SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) in compensatory damages;

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3. Judgment in favor of Plaintiffs, DARRIN ILLGES and SAMANTHA MOUNTFORD, against Defendants, FCA US, LLC and LTD, INC., joint and several, awarding Plaintiffs TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) in treble damages;

4. Judgment in favor of Plaintiffs, DARRIN ILLGES and SAMANTHA MOUNTFORD, against Defendants, FCA US, LLC and LTD, INC., joint and several, awarding Plaintiffs their costs and fees, pursuant to 15 U.S.C. § 2310(d)(2) and/or Va. Code § 59.1-204.

5. Such other and further relief that the Court may deem appropriate.

DARRIN ILLGES & SAMANTHA
MOUNTFORD
By Counsel

SUROVELL,ISAACS & LEVY PLC

By:

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Counsel for Mr. Illeges & Ms. Moun

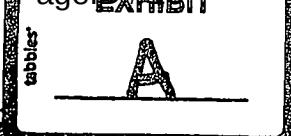
Course for Mr. Ingles & Ms. Mountford

Listing of Attached Exhibits

| | | |
|-----------|----------------------|-----------------|
| EXHIBIT A | Sale Contract | (Jul. 10, 2015) |
| EXHIBIT B | Warranty Information | (Jul. 10, 2015) |

SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number _____



| | | |
|---|--|--|
| Buyer Name and Address (Including County and Zip Code) SAMANTHA LETTIE MOUNTFORD 4302 STONE MOUNTAIN CT DUMFRIES VA 22026 PRINCE WILLIAM | Co-Buyer Name and Address (Including County and Zip Code) DARRIH DONALD TROTTER 4302 STONE MOUNTAIN CT DUMFRIES VA 22026 PRINCE WILLIAM | Seller-Creditor (Name) JUSTINE DODGE JEEP 14227 JEFFERSON DAVIS HWY WOODBRIDGE VA 22191 PRINCE WILLIAM |
|---|--|--|

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure you finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

| New/Used/Demo | Year | Make and Model | Vehicle Identification Number | Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below |
|---------------|------|----------------|-------------------------------|---|
| Used | 2013 | RAM 1500 | 1C6RR7EMPFB725116 | <input type="checkbox"/> business <input type="checkbox"/> agricultural |

| FEDERAL TRUTH-IN-LENDING DISCLOSURES | | | | |
|--|---|--|---|---|
| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 6.05 % | FINANCE CHARGE The dollar amount the credit will cost you. \$ 919.63 | Amount Financed The amount of credit provided to you or on your behalf. \$ 65500.09 | Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 75459.72 | Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 0.00 is \$ 75459.72 |

Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|------------------------------|
| 120 | \$ 754.33 | Monthly beginning 08/26/2013 |
| N/A | N/A | N/A |

Or As Follows:

Late Charge. If payment is not received in full within 7 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is authorized to sell such insurance in Virginia. Your choice will not affect our decision to extend credit or the terms of this contract. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both
 Credit Disability: Buyer Co-Buyer Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A
N/A

Home Office Address N/A
N/A

Credit life insurance and credit disability insurance are not required to obtain credit (see back). You have the right to use alternate coverage or buy such insurance elsewhere. Your choice of insurer will not affect our decision to extend credit or the terms of this contract. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit Disability Insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

ITEMIZATION OF AMOUNT FINANCED

| | | |
|---|--------------|-----|
| 1 Cash Price (including \$ 1929.40 sales tax) | \$ 53162.40 | (1) |
| 2 Total Downpayment = Trade-In 2014 RAM 1500 (Year) (Make) (Model) | | |
| Gross Trade-In Allowance | \$ 25000.00 | |
| Less Pay Off Made By Seller | \$ 35116.80 | |
| Equals Net Trade In | \$ -10116.80 | |
| + Cash | \$ N/A | |
| + Other AMOUNT RESATE | \$ 3250.00 | |
| (If total downpayment is negative, enter "0" and see 4I below) | \$ 0.00 | (2) |
| 3 Unpaid Balance of Cash Price (1 minus 2) | \$ 53162.40 | (3) |
| 4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts): | | |
| A Cost of Optional Credit Insurance | | |
| Paid to insurance Company or Companies: | | |
| Fee \$ N/A | | |
| Disability \$ N/A | | |
| B Vendor's Single Interest Insurance | | |

Other Optional Insurance

N/A _____ N/A _____

Type of Insurance _____ Term _____

Premium \$ N/A

Insurance Company Name N/A

N/A

1 Cash Price (including \$ 1989.40 sales tax)

2 Total Downpayment =
Trade-In 2014 RAM 1500

| (Year) | (Make) | (Model) | |
|--|--------|---------|-----------------|
| Gross Trade-In Allowance | | | \$ 25000.00 |
| Less Pay Off Made By Seller | | | \$ 35116.80 |
| Equals Net Trade In | | | \$ -10116.80 |
| + Cash | | | \$ N/A |
| + Other FACTORY REBATE | | | \$ 3250.00 |
| (If total downpayment is negative, enter "0" and see 4I below) | | | \$ 0.00 (2) |
| | | | \$ 53162.40 (3) |

3 Unpaid Balance of Cash Price (1 minus 2)

4 Other Charges Including Amounts Paid to Others on Your Behalf

(Seller may keep part of these amounts):

A Cost of Optional Credit Insurance

Paid to Insurance Company or Companies.

| | |
|------------|--------|
| Life | \$ N/A |
| Disability | \$ N/A |

B Vendor's Single Interest Insurance

Paid to Insurance Company(ies).

| | |
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| | \$ N/A |
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C Other Optional Insurance Paid to Insurance Company or Companies

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| | \$ N/A |
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D Optional Gap Contract

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| | \$ N/A |
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E Official Fees Paid to Government Agencies

| | |
|---------------------------------|----------|
| 1) to / A for / A | \$ N/A |
| 2) to STATE OF VA for STATE TAX | \$ 86.96 |
| 3) to / A for / A | \$ N/A |

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| | \$ 86.96 |
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| | \$ 86.96 |
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F Government Taxes Not Included in Cash Price

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| | \$ N/A |
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G Government License and/or Registration Fees

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| | \$ N/A |
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| | \$ N/A |
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H Government Certificate of Title Fees

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| | \$ 12.00 |
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I Other Charges (Seller must identify who is paid and describe purpose.)

| | |
|---|------------|
| 1) to CAPITAL ONE AUT for Prior Credit or Lease Balance | \$ 6865.80 |
| 2) to JETTING DANCE for PROCESSING FEE | \$ 499.00 |
| 3) to WARRANTY SOLICIT for SVC CONTRACT | \$ 2891.00 |
| 4) to / A for / A | \$ N/A |
| 5) to / A for / A | \$ N/A |
| 6) to / A for / A | \$ N/A |
| 7) to / A for / A | \$ N/A |
| 8) to / A for / A | \$ N/A |
| 9) to / A for / A | \$ N/A |
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| 3) TO WARRANTY SECURITY FOR VEHICLE CONTRACT | \$ 0.00 |
| 4) to _____ for _____ | \$ 0.00 |
| 5) to _____ for _____ | \$ 0.00 |
| 6) to _____ for _____ | \$ N/A |
| 7) to _____ for _____ | \$ N/A |
| 8) to _____ for _____ | \$ N/A |
| 9) to _____ for _____ | \$ N/A |
| 10) to _____ for _____ | \$ N/A |
| Total Other Charges and Amounts Paid to Others on Your Behalf | \$ 1,233.50 (4) |
| 5 Amount Financed (3 + 4) | \$ 55,500.00 (5) |

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.

Returned Payment Charge: If any check you give us is dishonored or electronic payment you make is returned unpaid, we may, at our option, charge you \$ 50.

OPTION: You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS: N/A

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract. See back of this contract for more information.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 34 Mos.

Name of Gap Contract

I want to buy a gap contract: ✓

Buyer Signs X ✓

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract, along with all other documents signed by you in connection with the purchase of the vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any change to this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding. Buyer Signs X ✓ Co-Buyer Signs X ✓

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NO LIABILITY INSURANCE INCLUDED

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X ✓ Date 7/10/19 Co-Buyer Signs X ✓ Date 7/10/19

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X ✓

Seller signs ✓ Date 7/10/19 By X ✓ Title _____

Seller assigns its interest in this contract to ✓ (Assignee) under the terms of Seller's agreement(s) with Assignee

Assigned with recourse Assigned without recourse Assigned with limited recourse

Seller ✓ Date 7/10/19 By _____ Title _____

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure the Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Your right to refinance a balloon payment.** A balloon payment is any payment other than a down payment that is more than 10% greater than the regular or recurring installment payments. If you use the vehicle primarily for consumer purposes, you have the right to refinance a balloon payment over an extended period with additional payments. The additional periodic payments will not be more than 10% greater than the regularly scheduled installment payments.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means

- You pay any payment (plus any late charges) more than 10 days late or not at all;
- You give us false, incomplete, or misleading information on a credit application;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- g. **What we may do about optional insurance, maintenance, service or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. Any implied warranties arising from a written warranty or service contract are limited to the duration of such written warranty or service contract.

- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering the vehicle for the term of this contract. Insurance must be on the vehicle in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. Insurance, maintenance, service, or other contract charges. If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES.

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of the contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. Any implied warranties arising from a written warranty or service contract are limited to the duration of such written warranty or service contract.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. INFORMATION ON THE WINDOW FORM The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contractual provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario o la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. VSI AND OPTIONAL INSURANCE

Choice of Insurer. If vendor's single interest insurance is required (as indicated on the front), or if you desire optional insurance, such as credit life insurance or credit disability insurance, you have the right to use alternative coverage or to obtain insurance from the agent or insurer of your choice. You may also buy required physical damage insurance from the agent or insurer of your choice. Your choice of agent or insurer will not affect our decision to extend credit or your credit terms.

7. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

8. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

to repair the vehicle. We will not refund insurance, maintenance, service, or other contract charges. If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

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insurance, you have the right to buy insurance elsewhere from the agent or insurer of your choice. You may also buy required physical damage insurance from the agent or insurer of your choice. Your choice of agent or insurer will not affect our decision to extend credit or your credit terms.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

7. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

8. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other case Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

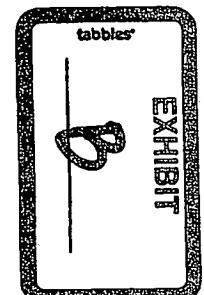


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WARRANTY COVERAGE AT A GLANCE

| DESCRIPTION | 1 Yr/ 12,000 | 2 Yr/ 24,000 | 3 Yr/ 36,000 | 3 Yr/ 50,000 | 3 Yr/ Unlimited | 5 Yr/ 50,000 | 5 Yr/ 100,000 | 5 Yr/ Unlmted | 7 Yr/ 70,000 | 8 Yr/ 80,000 |
|---|-----------------|-----------------|-----------------|-----------------|--------------------|-----------------|------------------|------------------|-----------------|-----------------|
| Basic Limited Warranty Coverage | | | | | | | | | | |
| Special Extended Warranty Coverage | | | | | | | | | | |
| Anti-Corrosion Perforation Limited Warranty: | | | | | | | | | | |
| All Panels | | | | | | | | | | |
| Outer Panels | | | | | | | | | | |
| Powertrain Limited Warranty | | | | | | | | | | |
| Federal Emissions Warranty | | | | | | | | | | |
| Federal Emissions Warranty Specified Comp. | | | | | | | | | | |

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2. What's Covered Under Chrysler Group LLC's Warranties

2.1 Basic Limited Warranty

A. Who Is Covered?

You are covered by the Basic Limited Warranty if you are a purchaser for use of the vehicle.

B. What's Covered

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any item on your vehicle when it left the manufacturing plant that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exception are tires and Unwired headphones. You pay nothing for these

WHAT'S COVERED UNDER CHRYSLER GROUP LLC'S WARRANTIES

repairs. These warranty repairs or adjustments — including all parts and labor connected with them — will be made by your dealer at no charge, using new or remanufactured parts.

C. Items Covered by Other Warranties

The following are covered by separate warranties offered by their makers. They are **not covered by the Basic Limited Warranty**:

- tires;
- Unwired headphones; or
- items added or changed after your vehicle left the manufacturing plant, such as accessories or protection products, or items changed because of customization or van conversion.

WHAT'S COVERED UNDER CHRYSLER GROUP LLC'S WARRANTIES

F. When It Ends

The Basic Limited Warranty lasts for 36 months from the date it begins or for 36,000 miles on the odometer, whichever occurs first. But the following items are covered only for 12 months or for 12,000 miles on the odometer, whichever occurs first:

- brakes (rotors, pads, linings, and drums);
- wiper blades;
- clutch discs or modular clutch assembly (as equipped);
- windshield and rear window; and
- wheel alignment and wheel balancing

G. Registration and Operation Requirements

The Basic Limited Warranty covers your vehicle only if:

- it was built for sale in the U.S.;
- it's registered in the U.S.;
- it's driven mainly in the U.S. or Canada; and
- it's operated and maintained in the manner described in your Owner's Manual.

WHAT'S COVERED UNDER CHRYSLER GROUP LLC'S WARRANTIES

This warranty has two time-and-mileage limits:

- For sheet metal panels, the limit is 36 months, with no mileage limit.
- For an outer-body sheet metal panel — one that is finish-painted and that someone can see when walking around the vehicle — the limits are 5 years or unlimited miles on the odometer, whichever occurs first.

D. What's Not Covered

Please note that while the standard Corrosion Limited Warranty applies to defects in material and/or workmanship, it does not cover the vehicle's matte finish appearance (if equipped).

Maintaining the matte finish appearance is solely the responsibility of the vehicle owner as described in your Owner's Manual.

2.3 Restraint System Limited Warranty (Vehicles sold and registered in the State of Kansas only)

For vehicles sold and registered in the State of Kansas, seatbelts and related seatbelt components are warranted against defects in workmanship and materials for 10 years, regardless of mileage. This warranty does not cover replacement of seatbelts and related components required as the result of collision.

2.4 Powertrain Limited Warranty

A. Who Is Covered?

You are covered by the Powertrain Limited Warranty if you are a purchaser for use of the vehicle.

WHAT'S COVERED UNDER CHRYSLER GROUP LLC'S WARRANTIES

Diesel Engine:

cylinder block and all internal parts; cylinder head assemblies; core plugs; fuel injection pump and injectors; intake and exhaust manifolds; oil pan; oil pump; timing gear drive belts and/or chains and cover; turbocharger housing and internal parts; valve covers; water pump and housing; seals and gaskets for listed components; glow plugs and all sensors.

Transmission:

transmission case and all internal parts; torque converter; drive/flex plate; transmission range switch; speed sensors; pressure sensors; transmission control module; bell housing; oil pan; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive:

transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; oil pan; transaxle speed sensors; transaxle solenoid assembly; PRNDL position switch; transaxle electronic controller; torque converter; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

3. What's Not Covered

3.1 Modifications Not Covered

A. Some Modifications Don't Void the Warranties But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void the warranties described in this booklet. Examples of some of these changes are:

- installing non-Chrysler Group LLC ("Chrysler") parts, components, or equipment (such as a non-Chrysler radio or speed control); and
- using special non-Chrysler materials or additives.

But your warranties don't cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor do they cover the costs of any repairs or adjustments that might be

WHAT'S NOT COVERED

caused or needed because of the installation or use of non-Chrysler parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-Chrysler parts. Repairs or adjustments caused by their use are not covered under your warranties.

Examples of the types of alterations not covered are:

- installing accessories — except for genuine Chrysler / MOPAR accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer;
- applying rustproofing or other protection products;
- changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or
- using any refrigerant that Chrysler has not approved.

WHAT'S NOT COVERED

- engine tune-ups;
- replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair);
- cleaning and polishing; and
- replacing worn wiper blades, worn brake pads and linings, or clutch linings.

3.4 Racing Not Covered

Your warranties don't cover the costs of repairing damage or conditions caused by racing, nor do they cover the repair of any defects that are found as the result of participating in a racing event.

3.5 Certain Kinds of Corrosion Not Covered

Your warranties don't cover the following:

- corrosion caused by accident, damage, abuse, or vehicle alteration;
- surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones;
- corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and
- corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by Chrysler.

3.7 Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if:

- the vehicle is declared to be a total loss by an insurance company;
- the vehicle is rebuilt after being declared to be a total loss by an insurance company; or
- the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

Chrysler will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

WHAT'S NOT COVERED

3.8 Restricted Warranty

Your warranties can also be restricted by Chrysler. Chrysler may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by Chrysler before covered repairs are performed.

OTHER TERMS OF YOUR WARRANTIES

4.2 Pre-Delivery Service

A defect in or damage to the mechanical, electrical, sheet-metal, paint, trim, and other components of your vehicle may have occurred at the factory or while it was being shipped to the dealer.

Such a defect or damage is usually detected and corrected at the factory. In addition, dealers must inspect each vehicle before delivery. They repair any defects or damage detected before the vehicle is delivered to you.

4.3 Production Changes

Changes may be made in vehicles sold by Chrysler and its dealers at any time without incurring any obligation to make the same or similar changes on vehicles previously built or sold.

- vacuum hoses, clamps, and fittings, as well as tubing used for these components
- vacuum, temperature, altitude, speed, time-sensitive valves, sensors, and switches used in these components and systems

Ram 1500 — Diesel

- charge air cooler
- crankcase ventilation system
- electronic fuel injection system, including injectors
- exhaust gas recirculation valve & control system
- exhaust manifold
- fuel cap & tank assembly, pump, & fuel lines
- glow plugs
- intake manifold

EMISSION WARRANTIES REQUIRED BY LAW

- mass air flow sensor
- nitrous oxide sensors
- on-board diagnostic-system components
- oxygen sensors
- particulate matter sensor
- throttle body
- transmission control module
- turbocharger
- urea (DEF) tank & control system
- vacuum hoses, clamps, & fittings, as well as tubing used for these components
- vacuum, temperature, altitude, speed, time sensitive valves, sensors, & switches used in these components

6. How to Get Warranty Service

6.1 Where to Take Your Vehicle

A. In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes):

Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

HOW TO GET WARRANTY SERVICE

B. In Canada and Mexico:

If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your Chrysler warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

C. In a Foreign Country Outside of North America:

If you are traveling temporarily outside of North America, and your vehicle remains registered in the United States:

- You should take your vehicle to an authorized Chrysler, Dodge, Jeep or Ram dealer. They should give you the same warranty service you receive in the United States.

6.2 How To Get Roadside Assistance Service - U.S. or Canada Only *

A. Who Is Covered:

You are covered by the Roadside Assistance services if you are a purchaser for use of the vehicle. The Roadside Assistance services lasts for 5 years or 100,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1(E).

B. What To Do:

If your vehicle requires jump start assistance, out of gas/fuel delivery, tire service, lockout service or towing as a result of a mechanical breakdown, dial toll-free

* Towing services provided through Cross Country Motor Club, Inc., Medford, MA 02155, except in AK, CA, HI, OR, WI, and WY, where services are provided by Cross Country Motor Club of California, Inc., Medford, MA 02155.

HOW TO GET WARRANTY SERVICE

1-800-521-2779. Provide your name, vehicle identification number, license plate number, and your location, including the telephone number from which you are calling. Briefly describe the nature of the problem and answer a few simple questions.

You will be given the name of the service provider and an estimated time of arrival. If you feel you are in an "unsafe situation", please let us know. With your consent, we will contact local police or safety authorities.

C. Covered Services:

Flat Tire Service

If you are inconvenienced by a flat tire, we will dispatch a service provider to use your vehicle's temporary spare tire (if equipped) as recommended in your Owner's Manual. This is not a permanent flat tire repair.

HOW TO GET WARRANTY SERVICE

reimburse you for the reasonable amounts you actually paid, based on the usual and customary charges for that service in the area where they were provided. Chrysler Group LLC's determination relating to reimbursement are final. Correspondence should be mailed to:

Chrysler Towing Assistance
P.O. Box 9145
Medford, MA 02155
Attention: Claims Department

6.3 Emergency Warranty Repairs

If you have an emergency and have to get a warranty repair made by someone other than an authorized Chrysler, Dodge, Jeep or Ram dealer, follow the reimbursement procedure in 6.1(C).

6.4 Getting Service Under the Federal Emission Performance Warranties

A. What to Do

If your vehicle has failed an emissions test described in 5.2:

- Take it to an authorized Chrysler, Dodge, Jeep or Ram dealer as soon as possible.
- Give the service representative the printout showing that your vehicle failed the test.
- If possible, bring all service receipts, maintenance logs, and records proving that your vehicle has been properly maintained, since you may be required to show them.

HOW TO DEAL WITH WARRANTY PROBLEMS

7. How to Deal with Warranty Problems

7.1 Steps to Take

A. In General

Normally, warranty problems can be resolved by your dealer's sales or service departments. That's why you should always talk to your dealer's service manager or sales manager first. But if you're not satisfied with your dealer's response to your problem, Chrysler Group LLC ("Chrysler") recommends that you do the following:

Step 1:

Discuss your problem with the owner or general manager of the dealership.

Step 2:

If your dealership still can't resolve the problem, contact the Chrysler Customer Assistance Center. You'll find the address in section 7.2.

B. What Chrysler Will Do

Once you have followed the two steps described in 7.1(A), a Chrysler representative at Chrysler headquarters will review your situation. If it's something that Chrysler can help you with, Chrysler will provide your dealer with all the information and assistance necessary to resolve the problem. Even if Chrysler can't help you, Chrysler will acknowledge your contact and explain Chrysler's position.

time, 6) Current mileage, and 7) A description of the action you expect to resolve your concern.

Upon receipt of your request:

- The National Center for Dispute Settlement (NCDS) will acknowledge receipt of your request, by mail, within ten (10) days, and advise you whether or not your dispute is within the jurisdiction of the Process.
- When your request is within jurisdiction NCDS will request Chrysler and the dealer to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending NCDS or Chrysler may contact you to see if your case can be settled by agreement. If a settlement is offered to you, Chrysler will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.

HOW TO DEAL WITH WARRANTY PROBLEMS

- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a dealership near you.
- If you request a documents-only review, an NCDS panel will review and decide your case. Neither you, the dealer nor Chrysler need be present.
- NCDS will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the dealer or Chrysler and the time by which the action must be taken. The decision will be binding on the dealer and Chrysler but not on you unless you accept the decision.
- If any action is required on the part of the dealer or Chrysler you will be contacted within ten (10) days after the date by which the dealer or Chrysler must act to determine whether performance has been rendered.

HOW TO DEAL WITH WARRANTY PROBLEMS

To contact Chrysler by email,
simply access the following website:
www.ramtrucks.com
(click on the "Contact Us" button)

• In Canada:
Chrysler Canada, Inc.
Customer Service
Chrysler Centre
P.O. Box 1621
Windsor, Ontario N9A 4H6
Phone: (800) 465-2001

• In Mexico, contact the Customer Relations Office
for Chrysler, Dodge, Jeep and Ram vehicles at:
1240 Prolongacion Paseo de la Reforma Av.
Santa Fe, C.P. 05109
Deleg. Cuajimalpa, Mexico
Phone (in Mexico): (015) 5081-7568
Phone (outside Mexico): (800) 505-1300

• In Puerto Rico and U.S. Virgin Islands:
Customer Service
Chrysler Group International Services LLC
Box 191857
San Juan, Puerto Rico 00919-1857
Phone: (787) 782-5757
Fax: (787) 782-3345

9. Maintenance

9.1 General Information

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and Chrysler Group LLC ("Chrysler") concerning your maintenance of your vehicle, Chrysler will require you to provide proof that your vehicle was properly maintained.

MAINTENANCE

For your convenience, Chrysler has prepared a Maintenance Log which is included in your Owner's Manual. You should use this Maintenance Log to keep track of scheduled maintenance, either by routinely having the repairs entered in your Maintenance Log, or by keeping receipts or other documentation of work you've had done on your vehicle in your Maintenance Log.

| | | | | | | | | | | | | | | |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Original Owner's Name | | | | | | | | | | | | | | |
| Street Address | | | | | | | | | | | | | | |
| City and State | Zip Code | | | | | | | | | | | | | |
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| Vehicle Identification Number | | | | | | | | | | | | | | |
| Warranty Start Date (In-Service Date) | | Mileage at De | | | | | | | | | | | | |
| Selling Dealer | | Code | | | | | | | | | | | | |
| City | | State | | | | | | | | | | | | |

Warranty coverage applies to all vehicle owners. To protect you in the event of a recall or any questions concerning your warranty, please tell your dealer about any ownership or address change, and write the details here.